

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 56			
2. CONTRACT NO.		3. SOLICITATION NO. N65540-06-R-0003		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 16 May 2006		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, KAREN L. CANE 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403  TEL: 215-897-1180 FAX: 215-897-7994				CODE N65540		8. ADDRESS OFFER TO (If other than Item 7) CODE  <b>See Item 7</b>  TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 4</u> until <u>04:00 PM</u> local time <u>12 Jul 2006</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME KAREN L. CANE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-1180		C. E-MAIL ADDRESS karen.cane@navy.mil					
<b>11. TABLE OF CONTENTS</b>											
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Ship's Service Generator Diesel Engine for the FFG 7 Class Ship (First Article Unit) including First Article Testing in accordance with Attachment 1 FOB: Origin FFP	1	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Ship's Service Generator Diesel Engine for the FFG 7 Class Ship (Production Units) in accordance with Attachment 1, ordered in Year 1 FOB: Origin FFP	8	Each	\$ _____	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Ship's Service Generator Diesel Engine for the FFG 7 Class Ship (Production Units) in accordance with Attachment 1, ordered in Year 2 FOB: Origin FFP	12	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Ship's Service Generator Diesel Engine for the FFG 7 Class Ship (Production Units) in accordance with Attachment 1, ordered in Year 3 FOB: Origin FFP	12	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Ship's Service Generator Diesel Engine for the FFG 7 Class Ship (Production Units) in accordance with Attachment 1, ordered in Year 4 FOB: Origin FFP	12	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Ship's Service Generator Diesel Engine for the FFG 7 Class Ship (Production Units) in accordance with Attachment 1, ordered in Year 5 FOB: Origin FFP	4	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Factory Training in accordance with Attachment 2 FOB: Destination FFP	30	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Local Training Course in accordance with Attachment 2 FOB: Destination FFP	20	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	On-Board Training Course in accordance with Attachment 2 FOB: Destination FFP	20	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Spare Parts in accordance with Attachment 3, ordered in Year 1, First Top End FOB: Destination FFP	2	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Spare Parts in accordance with Attachment 3, ordered in Year 1, Second Top End FOB: Destination FFP	2	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Spare Parts in accordance with Attachment 3, ordered in Year 1, Major End FOB: Destination FFP	2	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Spare Parts in accordance with Attachment 3, ordered in Year 2, First Top End FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Spare Parts in accordance with Attachment 3, ordered in Year 2, Second Top End FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Spare Parts in accordance with Attachment 3, ordered in Year 2, Major End FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Spare Parts in accordance with Attachment 3, ordered in Year 3, First Top End FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Spare Parts in accordance with Attachment 3, ordered in Year 3, Second Top End FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Spare Parts in accordance with Attachment 3, ordered in Year 3, Major End FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Spare Parts in accordance with Attachment 3, ordered in Year 4, First Top End FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Spare Parts in accordance with Attachment 3, ordered in Year 4, Second Top End FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Spare Parts in accordance with Attachment 3, ordered in Year 4, Major End FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Spare Parts in accordance with Attachment 3, ordered in Year 5, First Top End FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Spare Parts in accordance with Attachment 3, ordered in Year 5, Second Top End FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Spare Parts in accordance with Attachment 3, ordered in Year 5, Major End FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Logistics Management Information Summary (LMI), Engineering Data for Provisioning (EDFP)(Digital) Seq. No. A001 FOB: Destination FFP	1	Lot	\$_____	\$_____



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Commercial Off-the- Shelf (COTS) Manuals, Supplemental Engineering Data for Provisioning, Seq. No. A002 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Provisioning Parts List (PPL), Seq. No. A003 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Logistics Management Information (LMI) Summary, Engineering Data for Provisioning (EDFP) for Interim Support Data, Seq. No. A004 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Interim Support Items List (ISIL), Seq. No. A005 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Tools and Test Equipment List (TTEL), Seq. No. A006 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Design Change Notice (DCN), Seq. No. A007 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Conference Agenda, Provisioning Conferences, Seq. No. A008 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Conference Minutes, Provisioning Conference Minutes, Seq. No. A009 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Component Identification Data (CID) for Statement of Prior Submission (SPS), Seq. No. A010 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035		1	Lot	\$_____	\$_____
	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Planned Surveillance System, Functional Failure Analysis, Seq. No. A011 FOB: Destination FFP				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036		1	Lot	\$_____	\$_____
	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Planned Maintenance System, Failure Modes and Effects Analysis (FMEA), Seq. No. A012 FOB: Destination FFP				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037		1	Lot	\$_____	\$_____
	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Planned Maintenance System, Master System and Subsystem Index, Seq. No. A013 FOB: Destination FFP				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Contractor's Progress, Status and Management Report, Seq. No. A014 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Failure Analysis and Summary Report, Seq. No. A015 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Installation Control Drawings, Seq. No. A016 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Proposed Spare Parts List, On Board Spares, Seq. No. A017 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Proposed Spare Parts List, Installation, Seq. No. A018 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, High Impact Shock Test Plan and Procedures, Seq. No. A019 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044		1	Lot	\$_____	\$_____
	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Shock Test Report, Seq. No. A020 FOB: Destination FFP				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045		1	Lot	\$_____	\$_____
	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Notification of Tests, Production, Seq. No. A021 FOB: Destination FFP				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046		1	Lot	\$_____	\$_____
	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, Shock Qualification Data Sheet, Seq. No. A022 FOB: Destination FFP				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, First Article Test, Test Plan, Seq. No. A023 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	Technical Data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, First Article Test, Final Report, Seq. No. A024 FOB: Destination FFP	1	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	OEM Services in support of CLIN 0002, performed in Year 1 FOB: Destination FFP	240	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	Support Costs for CLIN 0049, performed in Year 1, including travel, per diem, etc. (2 ships in Year 1, 1 person making 2 trips to San Diego, CA) FOB: Destination FFP	2	Lot	\$_____	\$_____



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	OEM Services in support of CLIN 0003, performed in Year 2 FOB: Destination FFP	360	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Support Costs for CLIN 0051, performed in Year 2, including travel, per diem, etc. (3 ships in Year 2, 1 person making 2 trips to Mayport, FL and 1 person making 1 trip to Everett, WA) FOB: Destination FFP	3	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	OEM Services in support of CLIN 0004, performed in Year 3 FOB: Destination FFP	360	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	Support Costs for CLIN 0053, performed in Year 3, including travel, per diem, etc. (3 ships in Year 3, 1 person making 2 trips to San Diego, CA and 1 person making 1 trip to Mayport, FL) FOB: Destination FFP	3	Lot	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	OEM Services in support of CLIN 0005, performed in Year 4 FOB: Destination FFP	360	Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056	Support Costs for CLIN 0055, performed in Year 4, including travel, per diem, etc. (3 ships in Year 4, 1 person making 1 trip to San Diego, CA and 1 person making 2 trips to Mayport, FL) FOB: Destination FFP	3	Lot	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057	OEM Services in support of CLIN 0006, performed in Year 5 FOB: Destination FFP	120	Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058	Support Costs for CLIN 0057, performed in Year 5, including travel, per diem, etc. (1 ship in Year 5, 1 person making 1 trip to Mayport, FL) FOB: Destination FFP	1	Lot	\$_____	\$_____

**NOTE**

Items 0049, 0051, 0053, 0055 and 0057 cover estimated hours of engineering services to assist in ship repair activity and/or vessel with technical issues during installations or operational instances. The contractor is requested to propose a firm fixed price hourly labor rate, including wages, overhead, general and administrative expenses and profit for a qualified Engineer.

Items 0050, 0052, 0054, 0056 and 0058 are support costs that include travel, per diem, etc. in support of the effort covered under Items 0049, 0051, 0053, 0055 and 0057. Trips are detailed under each CLIN. The contractor is requested to propose support costs to include travel, per diem, etc. for each trip.

The unit pricing of the ordered quantity is determined by the quantity on each individual order placed and is not dependent on the cumulative quantity ordered in any year.

**MINIMUM AND MAXIMUM QUANTITIES**

As referred to in paragraph (b) of FAR Clause 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is the one First Article Unit of CLIN 0001, the maximum quantity is the one First Article Unit of CLIN 0001 plus 48 production units under CLINS 0002 through 0006, 70 training courses under CLINS 0007 through 0009; 36 lots of spare parts under CLINS 0010 through 0024; technical data under CLINS 0025 through 0048, OEM Services and Support Costs under CLINS 0049 through 0058.

Section C - Descriptions and Specifications

STATEMENT OF WORK

The Technical Specification is included as Attachment 1.

Section D - Packaging and Marking

**Preservation, Packaging and Marking**

Preservation, packaging and marking shall be in accordance with Section 5 of Attachment 1.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	NSWCCD	Origin	NSWCCD
0002 thru 0006	Origin	NSWCCD	Origin	NSWCCD
0007 thru 0009	Destination	Receiving Activity	Destination	Receiving Activity
0010 thru 0024	Destination	NSWCCD	Destination	NSWCCD
0025 thru 0048	Destination	NSWCCD	Destination	NSWCCD
0044 thru 0058	Destination	NSWCCD	Destination	NSWCCD

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

ISO 9000 or equivalent as cited in offeror's technical proposal.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984
52.247-59	F.O.B Origin--Carload and Truckload Shipments	APR 1984
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

CLIN 0001	195 days after date of order
CLIN 0002 through 0006	60 days after date of order
CLIN 0007 through 0009	60 days after date of order
CLIN 0010 through 0024	30 days after date of order
CLIN 0025 through 0048	In accordance with DD Form 1423 and applicable delivery order

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

-----

Within Days

After Date

Item No. Quantity of Contract

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)



## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-G09 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (OCT 2005)

The payment office will make payment in sequential ACRN order within the contract, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(End of Clause)

## CAR-G10 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2006) (NSWCCD)

This clause applies to the extent the clause at DFARS 252.232-7003, "Electronic Submission of Payment Requests" appears elsewhere in this contract. This clause provides supplemental information with respect to the electronic submission of payment requests under DFARS 252.232-7003.

The Defense Finance and Accounting Service (DFAS) has limited electronic processing of contractor payment requests to the Wide Area WorkFlow Receipt and Acceptance (WAWF-RA) form identified in the clause at DFARS 252.232-7003. However, an interface between the Naval Surface Warfare Center, Carderock Division (NSWCCD) financial system and WAWF-RA is not available. As a result, NSWCCD cannot process invoices submitted by the contractor for payment via the WAWF-RA. NSWCCD is currently working with the WAWF-RA program office to develop an interface between the NSWCCD financial system and WAWF-RA.

Unless the contractor and the contracting officer agree to an alternate method, the contractor shall submit payment requests, using other than an electronic form, in accordance with the applicable payment clauses of this contract.

The contractor agrees to comply with the clause at DFARS 252.232-7003 when notified by the contracting officer that the interface between the NSWCCD financial system and WAWF-RA is available and capable of processing invoices submitted electronically by the contractor for payment.

(End of Clause)

## Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**LOGISTICS SUPPORT  
FFG CLASS DIESEL ENGINES**

- A. Within 30 days of award, the contractor shall enter into negotiations in good faith with Naval Inventory Control Point (NAVICP) for a separate logistics support arrangement for supply support of the FFG Class Ship Service Diesel Generators to support any requirements that may be needed. The logistics support arrangement is expected to include as a minimum the following items:
1. A long-term contract (minimum of 5 years) between the contractor and the NAVICP. Direct delivery of all material to the user by the contractor. Tracking of material. Minimal delivery times. Expedited delivery times for emergency requirements. The passing of all information between the contractor and the NAVICP electronically. A 100% customer satisfaction warranty. An exchange program for repairable material. Commercial packaging. Commercial inspection standards (i.e. ISO 9002). Advance Planning Software (APS). Bar Coding. Foreign Military Sales (FMS). Configuration control. Obsolete parts for the duration of the equipment. Technical manuals. Fixed pricing. Central Contractor Registration (CCR). Maintain and provide records in electronic format compatible with the NAVICP.
  2. Additionally, the following services may be required: Technical Assistance, Field Maintenance Assistance/Operation, Equipment Modification, New and Sustainment Equipment Training, Engineering/Technical Data Analysis and Updates, Logistics/Maintenance Analysis and Updates and any other service authorized by the requisition.

**HIGH VALUE ITEMS**

Items ordered under Contract Line Items 0001 through 0006 are considered to be high value items in accordance with FAR 52.246-24 entitled "Limitation of Liability-High Value Items (Feb 1997) Alternate I (Apr 1984).

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-H05 PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR

is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements and sub-elements:

(1) **Quality of Product or Service:** This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.

(A) **Product Performance:** The contractor's achieved product performance relative to performance parameters required by the contract.

(B) **Systems Engineering:** The contractor's effort to transform operational needs and requirements into an integrated system design solution.

(C) **Software Engineering:** The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.

(D) **Logistics Support/Sustainment:** The success of the contractor's performance in accomplishing logistics planning.

(E) **Product Assurance:** The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.

(F) **Other Technical Performance:** All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.

(2) **Schedule:** Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) **Cost Control (Not required for FFP or FFP/EPA):** The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) **Management:** This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

(A) **Management Responsiveness:** The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.

(B) **Subcontract Management:** The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.

(C) **Program Management and Other Management:** The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract; and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional).* Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good).* Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7025	Restriction on Acquisition of Forgings	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995

252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(a) The Contractor shall test one unit(s) of Lot/Item 0001 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 225 calendar days from the date of this contract to Commanding Officer, Naval Surface Warfare Center Carderock Division, Code 9324 (J. Spaulding), 1569 Constitution Avenue, Philadelphia, PA 19112-1403 marked "FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot/Item No. 0001". Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract through 60 months thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$12,500,000.00;

(2) Any order for a combination of items in excess of \$12,500,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.



(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **62 months of date of contract**.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-  
-
  - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
  - (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in

quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify

the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . ., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use

information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://FARSITE.HILL.AF.MIL>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFAR** (48 CFR **Chapter 1**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.



(h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Robert Colot  
Naval Surface Warfare Center Carderock Division  
Code 3352  
5001 S. Broad Street  
Philadelphia, PA 19112-1403  
215-897-7060  
Robert.colot@navy.mil

Section J - List of Documents, Exhibits and Other Attachments

LIST OF EXHIBITS/ATTACHMENTS

Exhibit A – DD Form 1423, Contract Data Requirements List

Attachment 1 – Technical Specification for Ship's Service Generator Diesel Engine for the FFG 7 Class  
Ships

Attachment 2 – FFG 7 Class Re-Engine Training Requirements

Attachment 3 – FFG 7 Class Re-Engine Parts List Explanation

Attachment 4 – OEM Services Explanation

Attachment 5 – Past Performance Questionnaire

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 335312.

(2) The small business size standard is 1,000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

(End of Provision)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

#### 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (APR 2006)

(a) The DoD Electronic Document Access (EDA) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. EDA is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor will be sent a notification email when a contractual document has been uploaded for distribution. The contractor will be required to register as a vendor on the EDA web site (<http://eda.ogden.disa.mil>) in order to view/download their company's contractual documents. The files posted are in .pdf format and may be accessed using Adobe Acrobat Reader. Adobe Acrobat Reader is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors --Competitive Acquisition	JAN 2004
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)



The Government contemplates award of a fixed price indefinite quantity delivery contract resulting from this solicitation.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Robert Colot, Code 3352, Naval Surface Warfare Center Carderock Division, 5001 S. Broad Street, Philadelphia, PA 19112-1403.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://FARSITE.HILL.AF.MIL/>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFAR** (48 CFR Chapter **1**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other

factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

#### CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as two separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	2
Technical Proposal	1	5

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

##### (1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical proposal. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

##### (2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Attachments 1, 2, 3 and 4 of this solicitation. There is a 100 page limit for the technical proposal. The technical proposal should address each evaluation factor.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following four (4) sections, and shall address in detail the following information:

#### SECTION 1 - INTRODUCTION

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

## SECTION 2 – INTERFACE, DESIGN AND PERFORMANCE CHARACTERISTICS

The offeror shall describe how his engine will meet or exceed each of the requirements of the Statement of Work. Describe the ability of the engine to fit in the defined space, adapt and connect to the existing components, and compliance with the defined exhaust emissions. Failure to meet any of these requirements will result in rejection of the offer. Describe the design risk of the proposed engine. Documented conditions will be rated higher than theoretical conditions. The government reserves the right to modify or reject unsubstantiated data.

## SECTION 3 – PAST PERFORMANCE

The past performance section shall include information about the offeror and proposed subcontractors, if applicable, according to the following instructions. This information may be submitted prior to the other parts of the proposal to assist the Government in reducing the evaluation period, but it is not mandatory to deliver this material early. No early evaluation points will be awarded nor any early delivery penalty applied for failure to deliver the requested material early.

The Navy intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider. Such information may be in the nature of additional information to that which the Navy has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Navy's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Navy reserves the right to verify statements and representations made in an offeror's proposal.

The offeror shall list their five (5) most recent contracts and/or subcontracts, awarded for similar supplies, completed within the last three (3) years, and identify in specific detail for each why or how you consider that effort relevant or similar to the effort required by this solicitation. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments, and commercial customers.

The following detailed information shall be provided for each of the five contracts:

- (1) Name of Customer (Federal Contracting Activity, Local Government, Commercial Customer, etc.)
- (2) Contract/Subcontract Number
- (3) Contract Type
- (4) Total Contract Value
- (5) Customer Point of Contact (Please list two names, phone numbers and a fax number)
- (6) Relevant or similar effort/description of product
- (7) Period of Performance

The offeror shall provide information on problems (show cause, cure notice, termination for default, quality issues, defective pricing issues, litigation etc.) encountered on these contracts and corrective actions taken to resolve those problems.

The following elements shall be addressed in narrative form:

(1) *Quality of Product including Quality Awards.* Describe quality and compliance with contract requirements, accuracy of technical data, and rework of major and minor components. The offeror should describe any quality awards or certifications that indicate the offeror possesses a high quality process for developing and producing the product. Examples: Malcolm Baldrige Quality Award, Government Quality Awards and or private sector awards or certifications. Identify what segment of the company received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(2) *Timeliness of Performance.* Met interim milestones, reliable, responsive to technical direction, completed on time.

(3) *Customer Satisfaction.* Satisfaction of end users with the contractor's service.

(4) *Small Business Subcontracting Program.* The offeror shall describe the efforts and results achieved in pursuit of the offeror's responsibilities outlined in FAR 52.219-9, Small Business Subcontracting Plan. Those statistical results compared to established goals shall be presented listed for individual contracts or on an annual basis depending on the type of plan negotiated. Performance period shall be over the last three years from the issue date of the solicitation. Copies of required reports and evidence of results of special initiatives are acceptable. Other information or performance awards related to small business subcontracting efforts may be submitted as appropriate.

Incomplete data may not be considered.

In addition to the CPARS, the Government also intends to use the attached Past Performance Questionnaire to collect additional past performance information from (1) those Government and/or commercial contract references provided by the offeror; and (2) any other relevant references deemed useful by the Government. The Government may also use other past performance data sources to collect relevant past performance data. The offerors are responsible to notify the points-of-contact provided as commercial contract references and give them permission to provide past performance information to the Government.

If the offeror has no relevant past performance, they shall affirmatively state in their proposal that they possess no relevant past performance.

Past performance information pertaining to a subcontractor cannot be disclosed to the prime contractor without the subcontractor's consent. Therefore, if the use of a subcontractor is proposed, submit the subcontractor's written consent to allow the Government to discuss the subcontractor's past performance assessment with the prime offeror. Offerors should note that the Government considers the prime's past performance as more relevant, for the purposes of evaluation, than subcontractor past performance."

#### SECTION 4 - LIFE CYCLE MAINTENANCE COSTS

Provide the maintenance costs for 15 years of operation @ 2500 hours per year. The maintenance information will include scheduled maintenance and scheduled overhaul timelines with a projected service life for the engines. The scheduled maintenance information will include projected preventative/scheduled maintenance required to ensure the engines operate satisfactorily. The frequency and duration of such maintenance shall be clearly defined. Data including mean time between failures or field parts repair rates, meantime to repair, mean time to restart after maintenance, and mean time for scheduled maintenance will be provided. All cost associated with maintenance shall also be provided. An Overhaul schedule shall also be provided. An overhaul shall consist of the generator engine and all other critical components. The schedule should be based on operating hours and the approximate time and cost associated with the overhaul/replacement shall be provided with respect to material cost and Labor Hours. If the

overhaul can be done using ships force, the level of ships force expertise needed shall also be identified. Part(s) required for the various maintenance actions shall provided.

#### SECTION 5- CORPORATE EXPERIENCE/RESOURCES

Describe experience in navy and commercial marine diesel engines. Manufacturing, production, technical equipment, facilities, and other resources, or the ability to obtain them for use in performance of this contract will be evaluated. The offeror shall describe its quality or inspection system, processes and/or procedures that will be used to ensure compliance with the requirements contained in the Technical Specification. This will include the means, methods and controls to be employed during purchasing, manufacturing, production, assembly, testing and inspection of the producer.

#### SECTION 6- LOGISTICS SUPPORT

Describe the ability to sustain repair and replacement parts. Mean delivery time on spare and replacement parts will be provided. Locations of parts available for purchase (i.e. stocking dealers) shall be identified in the United States and abroad. Average monetary value of parts stocked per dealership shall be provided. Previous experience with Federal supply agencies shall be provided. Commonality with commercial applications shall be identified. Describe the degree to which the proposed engine shares components with engines in commercial applications. Number of engines in use of similar designs for commercial applications shall be provided.

#### SECTION 7- TRAINING SUPPORT

Describe the ability to supply Fleet training needs. Facilities and personnel at both corporate and dealership/distributorship levels shall be identified. Average years of instructor experience shall be identified. Quantity of sailors per year that can be trained (throughput) shall be identified. Discuss any established commercial infrastructure.

#### SECTION 8 - SMALL, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS AND HISTORICALLY BLACK COLLEGES OR UNIVERSITIES AND MINORITY INSTITUTION SUBCONTRACTING

Describe the extent to which such firms are specifically identified in the proposal and subcontracting plan, the extent of commitment to use such firms, the complexity and variety of the work such firms are to perform and the extent of participation of such firms in terms of the value of the total acquisition.

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.247-50

No Evaluation Of Transportation Costs

APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (OCT 2003) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either superior, good, acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) *Price Proposal.*

(i) Although price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the price proposal will be based on the total evaluation of all proposed costs.

\* In those evaluations where all other evaluation factors, when combined, are significantly more important than price, the degree of importance of the price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in price may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(d) **Competitive Acquisition Instructions.**

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) **Discussion/Final Proposal Revisions.** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) **Basis for Contract Award.** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

**(g) Evaluation Factors**

The importance for each of the Technical evaluation factors used in evaluating and determining the offer which represents the best value to the Government is listed below. Technical factors are most important, and price is considered the least important.

**A. Technical Factors**

**1. Interface, Design, and Performance Characteristics (40%)**

**2. Past Performance (20%)**

- a. Quality of Product including Quality Awards
- b. Timeliness of Performance
- c. Customer Satisfaction
- d. Past performance in complying with requirements at FAR 52.219-9, Small, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan

**3. Life Cycle Maintenance Costs (12%)**

**4. Corporate Experience/Resources (10%)**

- a. Naval Installations
- b. Commercial Marine Installations
- c. Facilities and Equipment
- d. Quality Assurance

**5. Logistics Support (8%)**

- a. Spare/Replacement Parts availability
- b. Number of dealers and distributors
- c. Commonality with Commercial Users

6. Training Support (5%)

- a. Technical Ability to support Fleet training needs (Personnel)
- b. Corporate facility infrastructure to support training need
- c. Dealership/Distributorship ability to support training needs at Naval Fleet concentration areas

7. Small, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Small Disadvantaged and Women-Owned Business and Historically Black Colleges or Universities and Minority Institution Subcontracting (5%)

- a. The extent to which such firms are specifically identified in the proposal and subcontracting plan
- b. The extent of commitment to use such firms
- c. The complexity and variety of the work such firms are to perform
- d. The extent of participation of such firms in terms of the value of the total acquisition

B. Price

All proposed unit pricing will be reviewed for material imbalances.

Price will be evaluated by adding the evaluation prices for Contract Line Items 0001 through 0058.

Evaluation of Contract Line Items 0002 through 0006 (engines) will be performed by evaluating the unit prices proposed for each year times the following quantities for each year:

CLIN	Year	Quantity
0002	1	8
0003	2	12
0004	3	12
0005	4	12
0006	5	4

Evaluation of Contract Line Item 0007 through 0009 (training) will be evaluated by taking the estimated number of training courses per CLIN and multiplying it by the proposed unit prices.

Evaluation of Contract Line Items 0010 through 0024 (spare parts) will be performed by evaluating the unit prices proposed for each year for First Top End, Second Top End and Major End times the following quantities for each:

CLIN	TYPE	Year	Quantity
0010	First Top End	1	2
0011	Second Top End	1	2



0012	Major End	1	2
0013	First Top End	2	3
0014	Second Top End	2	3
0015	Major End	2	3
0016	First Top End	3	3
0017	Second Top End	3	3
0018	Major End	3	3
0019	First Top End	4	3
0020	Second Top End	4	3
0021	Major End	4	3
0022	First Top End	5	1
0023	Second Top End	5	1
0024	Major End	5	1

Evaluation of Contract Line Items 0025 through 0048 (technical data) will be performed by adding the unit prices for all CLINs.

Evaluation of Contract Line Items 0049, 0051, 0053, 0055 and 0057 (OEM Services) will be performed by taking the estimated number of hours per CLIN and multiplying it by the proposed unit prices.

Evaluation of Contract Line Items 0050, 0052, 0054, 0056 and 0058 (Support Costs) will be performed by evaluating the unit prices proposed for each year per CLIN and multiplying it by the estimated quantity.